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09/698,491	10/27/2000	Nereida Maria Menendez	285277-00015	6433

	7590	09/19/2006		EXAMINER

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VIG, NARESH

ART UNIT	PAPER NUMBER
3629	

DATE MAILED: 09/19/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

PTO-90C (Rev. 10/03)

<table>
<tr><td rowspan="3">Office Action Summary</td><td>Application No.</td><td>Applicant(s)</td></tr>
<tr><td>09/698,491</td><td rowspan="3">MENENDEZ ET AL.</td></tr>
<tr><td>Examiner</td></tr>
<tr><td></td><td>Naresh Vig</td><td>Art Unit
3629</td><td></td></tr>
</table>

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>*22 May 2006*</u>.

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-73* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-73* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

        1.☐ Certified copies of the priority documents have been received.

        2.☐ Certified copies of the priority documents have been received in Application No. _____.

        3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☐ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date _____.

5)☐ Notice of Informal Patent Application

6)☐ Other: _____.

DETAILED ACTION

This is in reference to reference to communication mailed to the applicant on 17

July 2006. Claims 1 – 73 pending for examination.

Response to Arguments

Applicant's arguments with respect to claims 1 – 73 have been considered but

are moot in view of the new ground(s) of rejection.

To over come the claim objection of Claim 22, applicant argues that applicant's

claim of displaying instructions in the rental agreement are "for a user at a rental

facility". An example of this recital is shown in Figure 6L with the pick-up location

specific directions 508. For example, the directions 508 include instructions for a

consumer at a rental facility (e.g., Ft. Lauderdale, Florida).

However, still the claimed limitation is vague and clear. Applicant is arguing that

the claimed limitation is "displaying in said rental agreement pick-up instructions for a

user", However, applicant is not positively claiming this limitation.

In response to applicant's argument that as employed in the Application, the term

"rental agreement" means the same as "rental contract," which is legally binding on the

parties entering into it. See Webster's Third New International Dictionary, p. 43 (1993)

(a true and correct copy of which is of record). See, also, the specification at page 15,

line 13 ("accepted rental contract"); and Figure 6L (print contract 510).

However, Applicant is not positively claiming rental contract. Black's Law

Dictionary states that an Agreement is coming together of minds, Although often used

as synonymous, <u>agreement might lack an essential element of a contract</u>. This

positively clarifies that there is a difference between an agreement and a contract. In

addition, for an agreement (meeting of minds) to become a contract, there should be

acceptance of the proposal.

In response to applicant's argument that although Hertz (pages 67-69) discloses

that a user may make and secure a reservation online, a rental agreement is not taught

or suggested until "at the time and place of rental," which does not occur online.

However, Hertz clearly demonstrates that there is coming together of minds

(agreement) when a user makes a reservation. Cited references teach capability to

informs their client terms and conditions of online reservation of a car [Hertz, page 33,

Avis]. Also, applicant is arguing a limitation not positively claimed by the applicant,

In response to applicant's argument that there is no meeting of the minds

between Hertz and the user as to exact price and to exact optional items associated

with the reservation.

Applicant is arguing a limitation not positively claimed by the applicant.

In response to applicant's argument that cited references do not teach or suggest "for completing a rental agreement online including entering reservation-related information and rental-related information for an item or service, in which an entering step enters at least some of such rental-related information from a master rental agreement and allows modification of information from such master rental agreement for rental of such item or service without modifying such master rental agreement; creating and displaying a rental"

However, applicant is arguing completing a rental agreement online, however, applicant has not positively claimed completing the rental agreement because to complete an agreement, renter has to accept the proposal presented to the customer. Therefore, applicant is arguing a limitation not positively claimed by the applicant. Also, Hertz teaches to use information of some information from previously stored renter information [Hertz, page 17]. It is inherent that the previously stored information is not modified when it is used to complete another transaction for that renter.

In response to applicant's argument that cited references do not teach rental terms and conditions in the rental proposal that is accepted online.

Applicant is arguing a limitation no positively claimed by the applicant.

In response to applicant's argument that cited references do not teach sending the rental agreement from the server system to the client system; and displaying the rental agreement at the client system.

However, cited references do teach sending rental related information from

server to client system. Applicant is claiming content of the transmitted data to client

system as their invention. In both instances, cited references and applicant's invention,

an acceptance of the proposal is required to complete the transaction.

Claim Objections

Claim 22 objected to because of the following informalities: Claim 22 recites

"displaying instructions for a user at a rental facility in said rental agreement". Claimed

invention is still vague and not clear. Appropriate correction required.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

Claims 1 – 5, 11 – 32, 36 – 60 and 62 – 64 are rejected under 35 U.S.C. 103(a)

as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of

Avis Rent A Car System, Inc. hereinafter known as AVIS.

Regarding claim 1, Hertz teaches system and method for completing a rental

agreement online (Hertz asks users to secure reservation with a credit card) [page 68].

Hertz teaches:

entering reservation-related information and rental-related information for an item

without employing a master rental agreement [page 62]. Also, Hertz teaches capability

for using some of the information from previously stored user related information.

providing a reservation for said item based at least in part upon said reservation-

related information [page 65];

creating and displaying a rental proposal based upon said reservation and said

rental-related information [page 67];

accepting said rental proposal online [page 69]; and

Hertz does not teach displaying a rental agreement based upon said accepted

rental proposal. However, Avis teaches displaying a rental agreement based upon said

accepted rental proposal [page 10].

Therefore, it would have been obvious to one of ordinary skill in the art at the

time the invention was made to modify Hertz as taught by Avis to provide confirmation

message to customer, allow customer to verify information and make changes to the

reservation etc.

Regarding claim 2, Hertz teaches entering said rental-related information without

employing a master rental agreement [page 62].

Regarding claim 3, Hertz teaches manually entering said rental-related

information online [page 62].

Regarding claims 4 – 5, applicant does not positively claim element b of claim 1

(rental-related information from a master rental agreement). Rental-related information

from a master rental agreement is not given any patentable weight.

Regarding claim 11, Hertz teaches renting a vehicle under said rental agreement

[page 9 – 15].

Regarding claim 12, Hertz teaches providing time and location information

regarding a vehicle rental in said reservation-related information [page 67].

Regarding claim 13, Hertz teaches employing at least some of pick-up location,

pick-up date, pick-up time, drop-off location, drop-off date, and drop-off time as said

time and location information [page 56 – 67].

Regarding claim 14, Hertz teaches providing arrival information in said rental-

related information [page 65 – 67].

Regarding claim 15, Hertz teaches providing rental rate requests in said

reservation-related information [page 62].

Regarding claim 16, Hertz teaches selecting a vehicle for reservation in said reservation-related information [page 65].

Regarding claim 17, Hertz teaches selecting a capacity of said vehicle in said reservation-related information [page 25].

Regarding claim 18, Hertz teaches employing at least one of luggage capacity and passenger capacity as said capacity of said vehicle [page 25].

Regarding claim 19, Hertz teaches displaying at least one of an image of said vehicle, a class of said vehicle, and a rental price for said vehicle prior to said step of selecting a capacity of said vehicle [page 24].

Regarding claim 20, Hertz does not teach providing information regarding a user in said rental-related information. However, Avis teaches providing information regarding a user in rental-related information [page 10].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to display user information in rental-information to provide complete rental details, allow user to verify reservation information etc.

Regarding claim 21, Hertz teaches employing at least one of e-mail address, telephone number, residence, driver's license information, travel contact information, and frequent flyer information in said information regarding a user [page 65].

Regarding claim 22, Hertz teaches displaying instructions for a user at a rental facility in said rental agreement [page 67].

Regarding claim 23, Hertz teaches:

employing a plurality of different rental facilities [page 63, 64];

selecting one of said rental facilities [page 64]; and

dynamically providing said instructions based upon the selected one of said rental facilities [page 65].

Regarding claim 24, Hertz does not teach displaying a rental confirmation in said rental agreement. However, Avis teaches displaying rental confirmation [page 10].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to inform customer that the transaction was successful.

Regarding claim 25, Hertz teaches employing optional information in said rental-related information [page 66, 67].

Regarding claim 26, Hertz teaches:

selecting at least one of a plurality of rental options in said optional information

[page 66].

Hertz does not teach updating rental cost information based upon said selected

rental options. However, Avis teaches updating rental cost information based upon

selected rental option [page 6].

Therefore, it would have been obvious to one of ordinary skill in the art at the

time the invention was made to modify Hertz as taught by Avis to help customer

understand what would be the total cost of rentals based upon customer selection.

Regarding claims 27, Hertz does not teach recalculating said rental cost

information. However, Avis teaches recalculating rental cost information. Therefore, it

would have been obvious to one of ordinary skill in the art at the time the invention was

made to modify Hertz as taught by Avis to help customer understand what would be the

total cost of rentals based upon customer selection.

Hertz in view of Avis does not teach sending a corresponding transaction to a

mainframe computer (server). Official notice it taken that it would have been obvious to

one of ordinary skill in the art at the time the invention was made that it is a business

choice to select what computer technology to use to implement business system and

method. In client-server design the server functions as a host computer. It is a design

choice to select what hardware platform to use for implementing a server. For example,

a business may elect to use mainframe like IBM 3090, mid-range computer like IBM AS/400, workstation like SUN, HP etc.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to use mainframe computer system have a computer large enough to provide capability to have connectivity to plurality of worldwide customers at any given time.

Regarding claim 28, Hertz teaches employing at least one of insurance coverage and prepaid fuel in said optional information [page 11].

Regarding claim 29, Hertz teaches employing at least one of collision damage waiver and extended insurance in said insurance coverage [page 34].

Regarding claim 30, Hertz teaches employing at least one of an additional driver, an underage driver, collision damage insurance protection, extended insurance protection, prepaid fuel, a child safety seat, and a stroller in said optional information [page 34].

Regarding claim 31, Hertz teaches displaying rental pricing information in said rental proposal [page 67].

Regarding claim 32, Hertz teaches displaying rental terms and conditions in said

rental proposal [page 67].

Regarding claim 36, Hertz teaches modifying said rental agreement [page 11].

Regarding claim 37, Hertz teaches modifying said reservation [page 17].

Regarding claim 38, Hertz teaches system and method for completing a rental

agreement (Hertz asks users to secure reservation with a credit card) [page 68]

between a client system and a server system (i.e. online). Applicant does not positively

claim element b of claim 1 (rental-related information from a master rental agreement).

Rental-related information from a master rental agreement is not given any patentable

weight. Cited references are used to respond the claimed invention in view of element a

of claim 38. Applicant has used the terminology "first information" and "second

information", and, has not clearly described the "first information" and "second

information". For example, in application Figure 1, both "first information" and "second

information" are generated from the client system prior to sending the information to the

server system. For the purpose of examination examiner reads "first information" as

location and date for rental reservation and "second information" as type of vehicle for

renting. Hertz teaches:

under control of the client system, entering first information pertaining to a

reservation of an item (rental car) without employing a master rental agreement [page

63].

Hertz does not teach second information pertaining to a rental of said item.

However, Avis teaches second information pertaining to a rental of item [page 5].

Therefore, it would have been obvious to one of ordinary skill in the art at the

time the invention was made to modify Hertz as taught by Avis to determine the type of

vehicle the customer wants to rent.

Hertz in view of Avis teaches:

sending said first information and said second information to the server system

[page 65],

receiving from said server system a rental proposal based upon said first

information and said second information [page 65],

displaying said rental proposal [page 65], and

accepting said rental proposal online to complete rental agreement [page 67];

and

under control of the server system, receiving said first information and said

second information from said client system [page 65],

providing a reservation based at least in part upon said first information [page

65],

generating the rental proposal based upon said reservation and said second

information [page 65], and

sending the rental proposal to the client system [page 65].

Regarding claim 39, Hertz teaches:

including terms and conditions in the rental proposal [page 67];

displaying an object [page 24];

selecting said displayed object to accept said terms and conditions [page 25, 67];

Hertz does not teach teach including said terms and conditions in the rental

agreement. However Avis teaches to teach terms and conditions in the rental

agreement [page 10, 11].

Therefore, it would have been obvious to one of ordinary skill in the art at the

time the invention was made to modify Hertz as taught by Avis to remind the customers

about the terms and conditions.

Regarding claim 40, Hertz does not teach generating the rental agreement at the

server system based upon said accepted rental proposal. However, Avis teaches

generating agreement based upon accepted rental proposal [page 12].

Therefore, it would have been obvious to one of ordinary skill in the art at the

time the invention was made to modify Hertz as taught by Avis to include the contents of

the proposal in its entirety and create a binding agreement.

Regarding claim 41, Hertz does not teach displaying a rental agreement

(generated at Hertz server and displayed on customer system). However, Avis teaches

displaying a rental agreement generated on Avis system and displayed on customer

system.

Therefore, it would have been obvious to one of ordinary skill in the art at the

time the invention was made to modify Hertz as taught by Avis to provide confirmation

message to customer (generated at Hertz server), allow customer to verify information

(review agreement displayed on client system) etc.

Regarding claim 42, Hertz teaches renting a vehicle under said rental agreement

[pages 9 – 15].

Regarding claim 43, Hertz teaches system and method for completing a rental

agreement (Hertz asks users to secure reservation with a credit card) [page 68]

between a client system and a server system (i.e. online). Applicant does not positively

claim element b of claim 1 (rental-related information from a master rental agreement).

Rental-related information from a master rental agreement is not given any patentable

weight. Cited references are used to respond the claimed invention in view of element a

of claim 38. Applicant has used the terminology "first information" and "second

information", and, has not clearly described the "first information" and "second

information". For example, in application Figure 1, both "first information" and "second

information" are generated from the client system prior to sending the information to the

server system. For the purpose of examination examiner reads "first information" as

location and date for rental reservation and "second information" as type of vehicle for renting.

Hertz teaches an entry component entering first information pertaining to a reservation of an item (rental car) without employing a master rental agreement [page 63].

Hertz does not teach second information pertaining to a rental of said item (rental car). However, Avis teaches entering second information.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to determine type of vehicle customer want to rent.

Hertz in view of Avis teaches:

a processor component cooperating with said entry component (Hertz has web server which provides access to customers over the internet);

a communication component, responsive to said processor component, sending said first and second information to the server system, and receiving from said server system a rental proposal responsive to said sent first and second information; and

a display component displaying said rental proposal (Hertz has web server which communicates with customer workstations over the internet).

said entry component and said processor component cooperating to initiate acceptance of said rental proposal [Hertz page 68], and

said communication component, responsive to said acceptance, sending said

acceptance to the server system, in order to complete the rental agreement online [Avis

page 8,9].

Regarding claim 44, Hertz teaches display component is a browser, which

displays said rental proposal [page 67].

Regarding claim 45, Hertz teaches communication component receives an HTML

document provided by the server system; and wherein said processor component

processes said HTML document for display by said display component [page 67].

Regarding claim 46, Hertz teaches item includes a vehicle rental [page 67].

Regarding claim 47, Hertz teaches said item is a vehicle [page 67].

Regarding claim 48, Hertz teaches rental proposal is sent as an HTML document

as provided by the server system; and wherein said processor component processes

said HTML document for display by said display component [page 67].

Regarding claim 49, Hertz teaches for completing a completing a rental

agreement (Hertz asks users to secure reservation with a credit card) [page 68] with a

client system. Applicant does not positively claim element b of claim 1 (rental-related

information from a master rental agreement). Rental-related information from a master

rental agreement is not given any patentable weight. Cited references are used to

respond the claimed invention in view of element a of claim 38. Applicant has used the

terminology "first information" and "second information", and, has not clearly described

the "first information" and "second information". For example, in application Figure 1,

both "first information" and "second information" are generated from the client system

prior to sending the information to the server system. For the purpose of examination

examiner reads "first information" as location and date for rental reservation and

"second information" as type of vehicle for renting. Hertz teaches:

a data storage component storing information for a plurality of items (reservation

retrieval) [page 22];

a communication and processing component receiving first information pertaining

to a reservation of an item from the client system.

Hertz does not teach second information pertaining to a rental of said item (rental

car) from client system. However, Avis teaches entering second information.

Therefore, it would have been obvious to one of ordinary skill in the art at the

time the invention was made to modify Hertz as taught by Avis to determine type of

vehicle customer want to rent.

Hertz in view of Avis teaches:

a reservation component retrieving stored information from said data storage

component for said items or services [Hertz page 22], and providing a reservation

based at least in part upon said first information and the retrieved stored information

(prior reservation) [Hertz page 22]; and

a rental component generating a rental proposal based upon said reservation

and said received second information, sending the rental proposal to the client system,

and receiving an acceptance of the rental proposal from the client system, in order to

complete the rental agreement online, said rental component receiving [Avis page 8 –

10]:

Regarding claim 50,Hertz teaches rental is for a vehicle [page 67].

Regarding claim 51, Hertz teaches vehicle is a land based vehicle [page 67].

Regarding claim 52, Hertz teaches land-based vehicle is a car.

Regarding claim 53, Hertz teaches system and method for completing a

completing a rental agreement (Hertz asks users to secure reservation with a credit

card) [page 68] with a client system. Applicant does not positively claim element b of

claim 1 (rental-related information from a master rental agreement). Rental-related

information from a master rental agreement is not given any patentable weight. Cited

references are used to respond the claimed invention in view of element a of claim 38.

Applicant has used the terminology "first information" and "second information", and,

has not clearly described the "first information" and "second information". For example,

in application Figure 1, both "first information" and "second information" are generated

from the client system prior to sending the information to the server system. For the

purpose of examination examiner reads "first information" as location and date for rental

reservation and "second information" as type of vehicle for renting. Hertz teaches:

Hertz teaches an entering first information pertaining to a reservation of an item

(rental car) without employing a master rental agreement [page 63].

Hertz does not teach second information pertaining to a rental of said item (rental

car). However, Avis teaches entering second information.

Therefore, it would have been obvious to one of ordinary skill in the art at the

time the invention was made to modify Hertz as taught by Avis to determine type of

vehicle customer want to rent.

Hertz in view of Avis teaches:

sending said first and second information to the server system [Hertz page 67];

receiving from said server system a rental proposal responsive to said sent first

and second information [Hertz page 67];

displaying said rental proposal [Hertz page 67];

accepting said rental proposal [Hertz page 67]; and

sending said acceptance to the server system, in order to complete

the rental agreement online [Hertz page 67].

Regarding claim 54, Hertz teaches system and method completing a completing

a rental agreement (Hertz asks users to secure reservation with a credit card) [page 68]

using a server system. Applicant does not positively claim element b of claim 1 (rental-related information from a master rental agreement). Rental-related information from a master rental agreement is not given any patentable weight. Cited references are used to respond the claimed invention in view of element a of claim 38. Applicant has used the terminology "first information" and "second information", and, has not clearly described the "first information" and "second information". For example, in application Figure 1, both "first information" and "second information" are generated from the client system prior to sending the information to the server system. For the purpose of examination examiner reads "first information" as location and date for rental reservation and "second information" as type of vehicle for renting. Hertz teaches:

storing information for a plurality of items or services [page 22];

receiving from the client system first information pertaining to a reservation of an item (rental car) without employing master rental agreement.

Hertz does not teach second information pertaining to a rental of said item (rental car). However, Avis teaches entering second information.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to determine type of vehicle customer want to rent.

Hertz in view of Avis teaches:

retrieving the stored information for said items [Hertz page 22];

providing a reservation based at least in part upon said first information and the retrieved stored information [Avis page 2 – 5];

generating a rental proposal based upon said reservation and said received

second information, said generating step generating said rental proposal [Avis page 8]:

sending the rental proposal to the client system [Avis page 8]; and

receiving an acceptance of the rental proposal from the client system, in order to

complete the rental agreement online [Hertz page 68].

Regarding claim 55, Hertz teaches client sub-system and method completing a

completing a rental agreement (Hertz asks users to secure reservation with a credit

card) [page 68]. Applicant does not positively claim element b of claim 1 (rental-related

information from a master rental agreement). Rental-related information from a master

rental agreement is not given any patentable weight. Cited references are used to

respond the claimed invention in view of element a of claim 38. Applicant has used the

terminology "first information" and "second information", and, has not clearly described

the "first information" and "second information". For example, in application Figure 1,

both "first information" and "second information" are generated from the client system

prior to sending the information to the server system. For the purpose of examination

examiner reads "first information" as location and date for rental reservation and

"second information" as type of vehicle for renting. Hertz teaches:

an entry component entering first information pertaining to a reservation of an

item without employing master rental agreement.

Hertz does not teach second information pertaining to a rental of said item (rental

car). However, Avis teaches entering second information.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to determine type of vehicle customer want to rent.

Hertz in view of Avis teaches:

a processor component cooperating with said entry component (Hertz teaches web server and access to customers over the internet)

a communication component, responsive to said processor component, sending said first and second information to a server sub-system, and receiving from said server sub-system a rental proposal responsive to said sent first and second information [Avis page 2 – 5], and

a display component displaying said rental proposal [Avis page 8],

said entry component and said processor component cooperating to initiate acceptance of said rental proposal [Hertz page 68], and

said communication component, responsive to said acceptance, sending said acceptance to the server sub-system [Hertz page 68];

said server sub-system comprising

a data storage component storing information for a plurality of items or services (Hertz teaches to allow customers to retrieve confirmed transactions) [page 22].

a communication component receiving said first and second information from the client sub-system, a reservation component retrieving stored information from said data storage component for said items or services, and providing a reservation based at

least in part upon said first information and the retrieved stored information [Avis page 8

– 9],

a rental component generating a rental proposal based upon said reservation

and said received second information [Avis page 8 – 9], and

a processor component cooperating with said communication component, said

reservation component and said rental component to provide the reservation, to send

the rental proposal to the client sub-system and to receive an acceptance of the rental

proposal from the client sub-system, in order to complete the rental agreement online

[Avis page 8 – 9]; and

a communication sub-system communicating between the communication

component of said client sub-system and the communication component

of said server sub-system (Hertz provides web server and access to customers over the

internet).

Regarding claim 56, Hertz teaches communication sub-system is a global

communication network (Hertz provides web server and access to customers over the

internet).

Regarding claim 57, Hertz teaches global communication network is the Internet

(Hertz provides web server and access to customers over the internet).

Regarding claim 58, Hertz teaches display component employs a web page for displaying said rental proposal [page 68].

Regarding claim 59, Hertz teaches items are vehicles [page 67].

Hertz does not teach display component employs a web page for selecting one of said vehicles. However Avis teaches display component employs a web page for selecting one of said vehicles.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to determine what type of vehicle does the customer wants to rent.

Regarding claim 60, Hertz in view of Avis does not teach communication sub-system includes a global communication network employing an ATM protocol. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is design choice to elect what data transmission protocol to implement for providing access to a wide area network like internet.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view Avis and use ATM protocol to communication network to connect the web server using a high speed link like OC-3.

Regarding claim 62, Hertz in view of Avis does not teach processor component is a web server, and wherein said data storage component is a database server. However, Hertz to provide web access to its clients over the internet, and, allows its clients to retrieve and modify transactions [page 22]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is a design choice on how to design the network. A business may elect to design system and method to use file system like a database server, and, use web server to provide access client over the internet, or, use intranet to provide private network access.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis and use database server to manage data and use web server to provide connectivity to customers over the internet.

Regarding claim 63, Hertz in view of Avis does not teach reservation component is a reservation system running on a mainframe and said rental component is a rental system running on said mainframe. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is a business choice to select what computer technology to use to implement business system and method. In client-server design the server functions as a host computer. It is a design choice to select what hardware platform to use for implementing a server. For example, a business may elect to use mainframe like IBM 3090, mid-range computer like IBM AS/400, workstation like SUN, HP etc.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to use mainframe computer system have a computer large enough to provide capability to have connectivity to plurality of worldwide customers at any given time.

Regarding claim 64, Hertz teaches to provide access to customers over the internet. Customers access Hertz system using their internet access ready system to access Hertz website. It would have been obvious to one of ordinary skill in the art at the time of invention that Hertz teaches:

a web server for a web site;

display component includes a browser for displaying portions of said web site (readily available browsers like Internet explorer, Netscape etc. used for accessing website) [page 67];

entry component (keyboard, mouse, touch screen etc.),

processor component (computer system like IBM 3090, HP 3000, Unisys 1100 etc.)

communication component (network connectivity to connect Hertz computer to the internet) of said client sub-system cooperate to send said first information as reservation-related information to said web site (Hertz web site), to send said second information as rental-related information to said web site (Hertz web site), and to receive said rental proposal from said web site;

display component displays said received rental proposal (information displayed

on display connected to client' computer) [page 67].

Claims 6 – 9 are rejected under 35 U.S.C. 103(a) as being unpatentable over

Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc.

hereinafter known as AVIS and further in view of Freeman US Patent 6,519,576.

Regarding claim 6, Hertz teaches:

entering information from an identification of a user [page 21].

Hertz in view of Avis does not teach:

maintaining a history of rental information for prior rentals by a user, and,

entering at least some of said rental-related information from the history based upon

said information from an identification of a user without employing a master rental

agreement. However, However, Freeman teaches:

maintaining a history of rental information for prior rentals by a user (historical

data of customers relating to earlier transactions) [col. 5, lines 25 – 29].

entering at least some of said rental-related information from the history based

upon said information from an identification of a user without employing a master rental

agreement (trying to anticipate the credit card repayment amount which a customer will

make, so the system can pre-fill the repayment amount for the customer) [col. 5, lines

20 – 24].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught to anticipate and pre-fill the form).

Regarding claim 7, Hertz teaches employing a driver's license as said identification [page 9].

Regarding claim 8, Hertz in view of Avis does not teach provisionally entering at least some of said rental-related information from the history. However, Freeman teaches provisionally entering at least some of said rental-related information from the history [col. 5, lines 20 – 29].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by Freeman to anticipate and pre-fill the form

Regarding claim 9, Hertz in view of Avis and Freeman does not teach modifying at least some of said provisionally entered at least some of said rental-related information from the history (overriding the pre-filled information). However, Hertz teaches to allow customers to modify provisionally entered some of said rental-related information (if you are Hertz #1 Club member you can use some or all of the information including the credit card number, i.e. customers can override the information) [page 17].

Therefore, it would have been obvious to one of ordinary skill in the art at the

time the invention was made to modify Hertz in view of Avis and Freeman as taught by

Hertz to allow customers provide more up to date information like telephone number,

new credit number etc. by overriding the pre-filled information.

Claims 10 and 61 are rejected under 35 U.S.C. 103(a) as being unpatentable

over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System,

Inc. hereinafter known as AVIS and further in view of an article "Dollar Rent A Car

Introduces Dollar® Travel Center At Key Airport Locations" hereinafter known as

KioskCom.

Regarding claim 10, Hertz teaches displaying rental proposal to at least one of a

client system and accepting said rental proposal at one of said client system [page 67 –

69]. Hertz in view of Avis does not teach using a kiosk (a client system connected to a

server. A kiosk can be locally installed and directly connected to a server, or, it can be

remotely installed and connected to a server through communication means. However,

KioskCom teaches that Dollar Rent A Car introduced "Dollar® Travel Center and

interactive kiosk providing helpful travel information at airports. By touch, customers can

make air, hotel and Dollar Rent A Car reservations (display and accept rental

proposals).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by KioskCom to provide system access at plurality of locations for the convenience of the customers.

Regarding claim 61, Hertz teaches displaying rental proposal to at least one of a client system and accepting said rental proposal at one of said client system [page 67 – 69]. Hertz in view of Avis does not teach using a kiosk (a client system connected to a server. A kiosk can be locally installed and directly connected to a server, or, it can be remotely installed and connected to a server through communication means. However, KioskCom teaches that Dollar Rent A Car introduced "Dollar® Travel Center and interactive kiosk providing helpful travel information at airports. By touch, customers can make air, hotel and Dollar Rent A Car reservations (display and accept rental proposals).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by KioskCom to provide system access at plurality of locations for the convenience of the customers.

Hertz in view of Avis and KioskCom does not teach kiosk to have printer and display. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made to that some of the kiosks have display and printers. For example, ATM kiosks.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis and KioskCom and install

display and printer at kiosk to allow customer to interact with the system and take a printout of the completed transaction.

Hertz in view of Avis and KioskCom does not teach communication sub-system employs a frame relay protocol. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is design choice to elect what data transmission protocol to implement for providing access to a wide area network like internet.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view Avis and use Frame Relay protocol to communication network to save cost by providing slow speed access like DS-1 at remote locations with low customer traffic.

Claims 33 – 35 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as AVIS and further in view of an article TravelWeb Takes Flight hereinafter known as TravelWeb.

Regarding claim 33, Hertz teaches providing reservation. Hertz in view of Avis does not teach sending an e-mail message to confirm said reservation after entering said reservation-related information. However, TravelWeb teaches system and method to confirm reservation after entering reservation-related information. TravelWeb recites

"after the user selects the 'Make a Reservation' button is he or she required to provide information necessary for ticketing such as name and credit card number. Once this information is submitted, TravelWeb immediately processes the reservation and provides a confirmation while the user is still online. TravelWeb then follows up within minutes with an email confirmation with all pertinent details." [page 1].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by TravelWeb to provide all pertinent details to the customer.

Regarding claim 34, Hertz in view of Avis does not teach entering said rental-related information before sending said e-mail message. However, TravelWeb teaches entering said rental-related information before sending said e-mail message [page 1].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by TravelWeb to reserve the resources prior to ensure that the resources are available prior to making the commitment.

Regarding claim 35, Hertz in view of Avis and TravelWeb does not teach linking from said e-mail message to a web page to complete said rental agreement. However, MarkBaul teaches access to information at remote location after receiving of e-mail message with a link to information.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis and TravelWeb as taught by MarkBaul by providing access to information at a remote location after receiving e-mail message to minimize user typing the URL to access the information, to expedite user getting access to the information.

Claims 65 is rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as AVIS and further in view of an article Install Firewall Hardware And Software hereinafter known as CERT.

Regarding claim 65, Hertz teaches processor component of said server sub-system is a web server (responded to above in response to claim 62); client sub-system communicates with said web server.

Hertz in view of Avis does not teach:

Communication sub-system employs an ATM protocol. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is design choice to elect what data transmission protocol to implement for providing access to a wide area network like internet.

Therefore, it would have been obvious to one of ordinary skill in the art at the

time the invention was made to modify Hertz in view Avis and use ATM protocol to

communication network to connect the web server using a high speed link like OC-3.

Communication sub-system employs firewall. However, CERT teaches that If you

do not install the operating system and your firewall software with a minimal service

configuration and with all applicable patches, you risk exposing your organization's

network to intrusions that exploit well-known vulnerabilities [page1].

Therefore, it would have been obvious to one of ordinary skill in the art at the

time the invention was made to modify Hertz in view of Avis as taught by CERT and use

firewall to protect the system from network intrusions.

Claims 66 - 73 are rejected under 35 U.S.C. 103(a) as being unpatentable over

Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc.

hereinafter known as AVIS in view of an article Taking Up Express hereinafter known as

Robinson.

Regarding claim 66, Hertz teaches system and method for completing a rental

agreement online (Hertz asks users to secure reservation with a credit card) [page 68].

Applicant does not positively claim element b of claim 1 (rental-related information from

a master rental agreement). Rental-related information from a master rental agreement

is not given any patentable weight. Cited references are used to respond the claimed

invention in view of element a of claim 1.

Hertz teaches:

entering reservation-related information and rental-related information for an item

(car rental) without employing a master rental agreement [page 62].

providing a reservation for said item based at least in part upon said reservation-

related information [page 65];

creating and displaying a rental proposal based upon said reservation and said

rental-related information [page 67];

accepting said rental proposal online [page 69]; and

Hertz does not teach displaying a rental agreement based upon said accepted

rental proposal. However, Avis teaches displaying a rental agreement based upon said

accepted rental proposal [page 10].

Therefore, it would have been obvious to one of ordinary skill in the art at the

time the invention was made to modify Hertz as taught by Avis to provide confirmation

message to customer, allow customer to verify information and make changes to the

reservation etc.

Hertz in view of Avis does not teach going to a rental counter before obtaining

said item for rental. However, Robinson teaches that Florida state laws require that a

rental contract be signed at the counter.

Therefore, it would have been obvious to one of ordinary skill in the art at the

time the invention was made to modify Hertz in view of Avis as taught by Robinson and

have customers go to a rental counter before obtaining said item for rental to get the

contract signed at the counter.

Regarding claim 67, Hertz teaches

displaying said rental proposal at a client system [page 67 – 69]; and

accepting said rental proposal at said client system to complete rental agreement

[page 67 – 69].

Regarding claim 68, Hertz teaches renting a vehicle under said rental agreement

[page 9 – 15].

Regarding claim 69, Hertz in view of Avis and Robinson teaches going to the

rental counter to obtain an optional item before obtaining said vehicle for rental

(responded to earlier in the response to clam 66].

Regarding claim 70, Hertz does not teach obtaining a stroller at the rental

counter as said optional item (i.e. going to counter to obtain portable optional item like

stroller, cell phone etc.). However, Hertz teaches offering special equipment as

selection items for customers. Official notice it taken that it would have been obvious to

one of ordinary skill in the art at the time the invention was made that it is a business

choice to elect what items to rent, and also, it would have been obvious to one of

ordinary skill in the art at the time the invention was made that vehicle rental companies

do not keep optional items in the vehicle to minimize theft of these items. Hertz in view

of Robinson teaches customer going to the counter (as responded to earlier in response

to claim 66]. Therefore, it would have been obvious to one of ordinary skill in the art at

the time the invention was made to modify Hertz in view of Avis and Robinson and

obtaining a stroller at the rental counter as said optional item to minimize theft of

portable optional items.

Regarding claim 71, Hertz in view of Avis and Robinson teaches allocating

vehicle at rental counter (responded to earlier in response to claim 66]. Hertz in view of

Avis and Robinson does not teach providing expedited service rental counter. Official

notice it taken that it would have been obvious to one of ordinary skill in the art at the

time the invention was made that businesses are known to provide expedited service

counters for their frequent customers. For example, United Airlines has different

counters for their premier members, Hertz #1 club members etc. Therefore, it would

have been obvious to one of ordinary skill in the art at the time the invention was made

to modify Hertz in view of Avis and Robinson and provide expedited service rental

counter to keep their frequent customers happy.

Regarding claim 72, Hertz in view of Avis and Robinson does not teach

displaying the rental agreement at the rental counter. However, it would have been

obvious to one of ordinary skill in the art at the time the invention was made to display

rental agreement at rental counter to enable the service representative view and print

the document to get customer signatures.

Regarding claim 73, Hertz teaches entering reservation-related information by employing a global communication network (internet) [page 67 – 69].

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.Applicant is required under 37 CRF '1.111 (c) to consider the references fully when responding to this office action.

1. Information on Agreement from Black's Law Dictionary.

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Naresh Vig whose telephone number is (571) 272-6810. The examiner can normally be reached on M-F 7:30 - 6:00 (Wednesday off).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on (571) 272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Naresh Vig
Examiner
Art Unit 3629

September 16, 2006